

Case No. 17:6499  
CAN'T STOP PRODUCTIONS, INC.  
V.  
Sixuvus, et al.

Exhibit A



October 14, 1977

Mr. Felepe Rose Ortiz  
253 West 16th Street  
New York, New York 10011

Dear Mr. Ortiz:

When signed by you and us ("Company"), this letter shall constitute a complete and binding agreement between you and Company.

1. Company hereby engages you as a member of the performing group professionally known as "THE VILLAGE PEOPLE" to render your non-exclusive personal services to Company, in conjunction with said group, during the Term set forth in Paragraph 2 hereof, as a performer and musician in motion pictures, filmed and live television and radio, on the legitimate stage and in personal appearances, including but not limited to tours, roadshows, night clubs and concerts, and all other fields of media of public entertainment as now known or hereafter devised during the Term of this Agreement, excluding only commercial phonograph records intended primarily for home use. You hereby accept such employment and agree to render your said services to Company as provided in this Agreement in such manner and at such times and places as Company may designate from time to time.

2. (a) The term (the "Term") of your employment hereunder shall commence on the date hereof and shall continue indefinitely thereafter until terminated by either you or Company on fifteen (15) days notice.

(b) Company agrees to pay you, and you agree to accept, the following sums as full and complete compensation for your services and all rights granted to Company hereunder:

A salary payable to you at the rate of Two Hundred Fifty Dollars (\$250.) per week for each week during

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my Five ← which you are actually performing for Company hereunder at concert or other similar engagements (the "Base Salary") and One Hundred Dollars, ~~(\$100.)~~ per week payable to you for each week during which you are engaged in rehearsals for Company (the "Rehearsal Salary"). You acknowledge that no salary shall be due or payable to you in respect of any week in which you are not performing for Company at rehearsals or at concerts or other similar engagements. A "week" shall consist of seven (7) days and shall be deemed to begin hereunder upon the day that you commence to actually perform for Company at a concert or other similar engagements. You shall not be entitled to receive both the Base Salary and the Rehearsal Salary during any one (1) week hereunder.

(c) In addition to the compensation set forth in Paragraph 2(b) above, Company shall provide you with and pay for all necessary travel and hotel accommodations.

3. (a) You hereby acknowledge and agree that the professional or fictitious name "THE VILLAGE PEOPLE" is owned by Company and that you shall not have any property or proprietary interests or rights of any nature or kind whatsoever in and to said name, and that for all purposes, the ownership of and all rights in and to said name shall be and remain the sole and separate property of Company. Without limiting the generality of the foregoing, you specifically agree that you will not use nor authorize any person to use the name "THE VILLAGE PEOPLE" for any purpose whatsoever during the Term hereof or at any time thereafter.

(b) You hereby grant to Company, and its designees, the right to reproduce, print, publish and disseminate, in any medium whatsoever, your name, portraits, pictures and likeness and biographical information concerning you (including, without limitation, as one of the persons comprising "THE VILLAGE PEOPLE") for the purposes of trade and otherwise without restriction in connection with any products or services.

4. You hereby warrant, represent, covenant and agree that you have the right to make and enter into this Agreement and to grant all of the rights herein granted to Company.

5. (a) If, in Company's judgment, you fail to perform necessary and proper services, or act in any manner which is inconsistent with your obligations hereunder, Company shall have the right, effective immediately, to terminate this Agreement.

(b) Any failure to exercise Company's rights hereunder in any instance shall not affect Company's rights, nor constitute a waiver thereof, in any other instance.

6. Without any additional payment to you therefor, Company shall own and you hereby transfer and assign to Company all rights and interests of every kind and character in and to the results and proceeds of your services hereunder.

7. You are, or will become, and will remain (to the extent necessary to enable the performance of this Agreement) a member in good standing of all labor unions or guilds, which may be lawfully required for the performance of your services hereunder.

8. Company may assign this Agreement or its rights hereunder, in whole or in part, to any third party or to its subsidiary, affiliated or controlling corporation or to any Person owning or acquiring a substantial portion of the stock or assets of Company.

9. All notices hereunder shall be in writing and shall be given at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party. Such notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt.

10. Anything herein to the contrary notwithstanding, if monies payable hereunder reasonably appear to Company to be subject to Federal or other governmental licensing, withholding or other restrictive regulations, then any payment of such monies shall be subject to withholding by Company.

11. You shall hold Company harmless from all claims, liabilities, damages and costs (including reasonable legal fees) arising from any breach or alleged breach by you of any warranty or agreement made by you hereunder.

12. (a) This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by an officer of Company.

(b) No breach of this Agreement on the part of company shall be deemed material, unless you shall have given Company notice of such breach and Company shall fail to discontinue the practice complained of or otherwise cure such breach, within sixty (60) days after receipt of such notice, if such breach is reasonably capable of being fully cured within such sixty (60) day period, or, if such breach is not reasonably capable of being fully cured within such sixty (60) day period, if Company commences to cure such breach within such sixty (60) day period and proceeds with reasonable diligence to complete the curing of such breach.



(c) This Agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this Agreement.

Very truly yours,

CAN'T STOP PRODUCTIONS, INC.

By 

ACCEPTED AND AGREED TO:

  
FELEPE ROSE ORTIZ  
FELIPE ROSE ORTIZ 

**Exhibit B**



October 14, 1977

Mr. Alexander Briley  
323 Tecumseh Avenue  
Mt. Vernon, New York 10553

Dear Mr. Briley:

When signed by you and us ("Company"), this letter shall constitute a complete and binding agreement between you and Company.

1. Company hereby engages you as a member of the performing group professionally known as "THE VILLAGE PEOPLE" to render your non-exclusive personal services to Company, in conjunction with said group, during the Term set forth in Paragraph 2 hereof, as a performer and musician in motion pictures, filmed and live television and radio, on the legitimate stage and in personal appearances, including but not limited to tours, roadshows, night clubs and concerts, and all other fields of media of public entertainment as now known or hereafter devised during the Term of this Agreement, excluding only commercial phonograph records intended primarily for home use. You hereby accept such employment and agree to render your said services to Company as provided in this Agreement in such manner and at such times and places as Company may designate from time to time.

2. (a) The term (the "Term") of your employment hereunder shall commence on the date hereof and shall continue indefinitely thereafter until terminated by either you or Company on fifteen (15) days notice.

(b) Company agrees to pay you, and you agree to accept, the following sums as full and complete compensation for your services and all rights granted to Company hereunder:

A salary payable to you at the rate of Two Hundred Fifty Dollars (\$250.) per week for each week during

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which you are actually performing for Company hereunder at concert or other similar engagements (the "Base Salary") and One Hundred Twenty-Five Dollars (\$125.) per week payable to you for each week during which you are engaged in rehearsals for Company (the "Rehearsal Salary"). You acknowledge that no salary shall be due or payable to you in respect of any week in which you are not performing for Company at rehearsals or at concerts or other similar engagements. A "week" shall consist of seven (7) days and shall be deemed to begin hereunder upon the day that you commence to actually perform for Company at a concert or other similar engagements. You shall not be entitled to receive both the Base Salary and the Rehearsal Salary during any one (1) week hereunder.

(c) In addition to the compensation set forth in Paragraph 2(b) above, Company shall provide you with and pay for all necessary travel and hotel accommodations.

3. (a) You hereby acknowledge and agree that the professional or fictitious name "THE VILLAGE PEOPLE" is owned by Company and that you shall not have any property or proprietary interests or rights of any nature or kind whatsoever in and to said name, and that for all purposes, the ownership of and all rights in and to said name shall be and remain the sole and separate property of Company. Without limiting the generality of the foregoing, you specifically agree that you will not use nor authorize any person to use the name "THE VILLAGE PEOPLE" for any purpose whatsoever during the Term hereof or at any time thereafter.

(b) You hereby grant to Company, and its designees, the right to reproduce, print, publish and disseminate, in any medium whatsoever, your name, portraits, pictures and likeness and biographical information concerning you (including, without limitation, as one of the persons comprising "THE VILLAGE PEOPLE") for the purposes of trade and otherwise without restriction in connection with any products or services.

4. You hereby warrant, represent, covenant and agree that you have the right to make and enter into this Agreement and to grant all of the rights herein granted to Company.

5. (a) If, in Company's judgment, you fail to perform necessary and proper services, or act in any manner which is inconsistent with your obligations hereunder, Company shall have the right, effective immediately, to terminate this Agreement.

(b) Any failure to exercise Company's rights hereunder in any instance shall not affect Company's rights, nor constitute a waiver thereof, in any other instance.



6. Without any additional payment to you therefor, Company shall own and you hereby transfer and assign to Company all rights and interests of every kind and character in and to the results and proceeds of your services hereunder.

7. You are, or will become, and will remain (to the extent necessary to enable the performance of this Agreement) a member in good standing of all labor unions or guilds, which may be lawfully required for the performance of your services hereunder.

8. Company may assign this Agreement or its rights hereunder, in whole or in part, to any third party or to its subsidiary, affiliated or controlling corporation or to any Person owning or acquiring a substantial portion of the stock or assets of Company.

9. All notices hereunder shall be in writing and shall be given at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party. Such notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt.

10. Anything herein to the contrary notwithstanding, if monies payable hereunder reasonably appear to Company to be subject to Federal or other governmental licensing, withholding or other restrictive regulations, then any payment of such monies shall be subject to withholding by Company.

11. You shall hold Company harmless from all claims, liabilities, damages and costs (including reasonable legal fees) arising from any breach or alleged breach by you of any warranty or agreement made by you hereunder.

12. (a) This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by an officer of Company.

(b) No breach of this Agreement on the part of company shall be deemed material, unless you shall have given Company notice of such breach and Company shall fail to discontinue the practice complained of or otherwise cure such breach, within sixty (60) days after receipt of such notice, if such breach is reasonably capable of being fully cured within such sixty (60) day period, or, if such breach is not reasonably capable of being fully cured within such sixty (60) day period, if Company commences to cure such breach within such sixty (60) day period and proceeds with reasonable diligence to complete the curing of such breach.

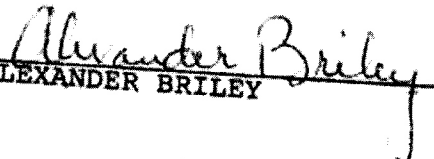
(c) This Agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this Agreement.

Very truly yours,

CAN'T STOP PRODUCTIONS, INC.

By 

ACCEPTED AND AGREED TO:

  
ALEXANDER BRILEY